

JAMES DAVID LEE
6735 MEADOWCREST DR.
ARLINGTON, TEXAS 76002

ORIGINAL
JP

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS - DALLAS

James David Lee

Plaintiff,

vs.

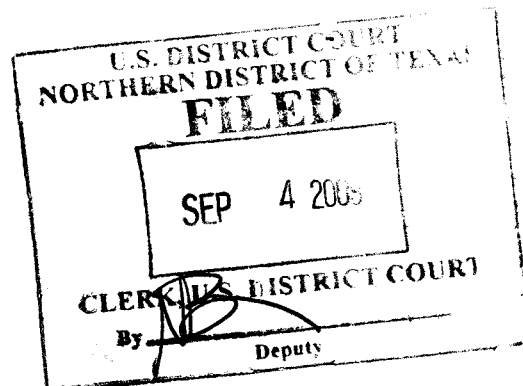
EQUIFAX INFORMATION SERVICES, TRANS
UNION LLC, EXPERIAN INFORMATION
SOLUTIONS, CSC CREDIT SERVICES, FIRST
PREMIER BANK, PORTFOLIO RECOVERY
AFFILIATED, APPLIED BANK, AT&T, AMERICAN
GENERAL FINANCIAL CORPORATION, CAPITAL
ONE BANK, CITI MORTGGE, COLNIAL-ML, TIDE
FINANCE, INTERNAL REVENUE
SERVICE, OFFICE OF ATTORNEY GENERAL

Defendant

Cause No: unassigned

3-09CV1661-K

COMPLAINT



Upon information and belief, and in good faith, Plaintiff, James David Lee alleges as follows:

PRELIMINARY STATEMENT

1. Plaintiff brings this action for damages based upon Defendants' violation of the Fair Credit Reporting Act ("FCRA") 15 U.S.C. 1681 et seq. and the Federal Debt Collections Practices Act

1 ("FDCPA"). Plaintiff seeks an award of statutory damages, actual damages, punitive damages,
2 and costs.

3 **JURISDICTION**

- 4 2. The jurisdiction of this court is conferred by 15 U.S.C., 1681 (p) and 28 U.S.C. 1331. Venue lies
5 in Tarrant County in the U.S. District Court, Northern District of Texas – Dallas.

6 **PARTIES**

- 7 3. Plaintiff James David Lee (hereinafter "I" or "Plaintiff") is a resident of Arlington, Texas. Plaintiff is
8 a "Consumer" as defined by FCRA 1681(a) of the FCRA.
- 9 4. Defendant Trans Union LLC (hereinafter "Trans Union") is both a "person" as defined by FCRA
10 1681 (a) and a "consumer reporting agency" as defined by FCRA 1681(f). Trans Union is
11 authorized to do business in the State of Texas, with its principal place of business located at 555
12 West Adams, Chicago, Illinois 60661.
- 13 5. Defendant Experian Information Solutions (hereinafter "Experian") is both a "person" as defined
14 by FCRA 1681 (a) and a "consumer reporting agency" as defined by FCRA 1681 (f). Experian is
15 authorized to do business in the State of Texas, with its principal place of business located at 475
16 Anton Blvd., Costa Mesa, CA 92626.
- 17 6. Defendant Equifax Information Services LLC (hereinafter "Equifax Information Services") is both a
18 "person" as defined by FCRA 1681 (a) and a "consumer reporting agency" as defined by FCRA
19 1681(f). Equifax Information Services is authorized to do business in the State of Texas, with its
20 principal place of business located at 1550 Peachtree Street, NW Atlanta, Georgia 30309.
- 21 7. Defendant PORTFOLIO RECOVERY AFFILATED is a "debt collector" as defined by FDCPA
22 1692a (6), a "person" as defined by FCRA 1681(b) and a "reseller" as defined by FCRA 1681a
23 (u). PORTFOLIO RECOVERY AFFILATED is a "furnisher" of information as contemplated by
24 FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information
25 to one or more consumer reporting agencies about consumer transactions or experiences with
26 any consumer.
- 27 8. Upon information and belief, Defendant CITI MORTGAGE, is a "furnisher" of information as
28 contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business
29 furnishes information to one or more consumer reporting agencies and financial institutions about
30 consumer transactions or experience with any consumer and/or other financial institutions.
- 31 9. Upon information and belief, Defendant APPLIED BANK is a "furnisher" of information as
32 contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business
furnishes information to one or more consumer reporting agencies and financial institutions about
consumer transactions or experience with any consumer.
10. Defendant Internal Revenue Service is a "furnisher" as defined by FDCPA 1692a (6), a "person"
as defined by FCRA 1681(b) and a "reseller" as defined by FCRA 1681a (u) and is a "furnisher" of
information as contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course
of business furnishes information to one or more consumer reporting agencies about consumer
transactions or experiences with any consumer.
11. Defendant PORTFOLIO RECOVERY AFFILATED is a "debt collector" as defined by FDCPA
1692a (6), a "person" as defined by FCRA 1681(b) and a "reseller" as defined by FCRA 1681a(u)
and is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in
the ordinary course of business furnishes information to one or more consumer reporting
agencies about consumer transactions or experiences with any consumer.
12. Upon information and belief, Defendant FIRST PREMIER BANK is a "furnisher" of information as
contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business

furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.

13. Upon information and belief, Defendant APPLIED BANK is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.
14. Upon information and belief, Defendant AT&T is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.
15. Upon information and belief, Defendant AMERICAN GENERAL FINANCIAL is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.
16. Upon information and belief, Defendant CAPITAL ONE BANK is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.
17. Upon information and belief, Defendant COLNIAL ML is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.

FACTUAL ALLEGATIONS

18. Plaintiffs has requested and received copies of his credit report and each defendant listed in Plaintiffs complaint is reporting erroneous, adverse, inaccurate, incorrect, fraudulent and incomplete data regarding Plaintiff's name, resident, employment, credit worthiness, financial transactions and business relationships to potential creditors which has in part caused Plaintiffs to be denied credit.
19. On or about August 5, 2009, I immediately notified the Experian, Equifax Information Services, and Trans Union and ordered copies of my credit reports.
20. On or about August 8, 2009, I received copies of my credit reports which showed erroneous, inaccurate, and fraudulent data regarding my persons and financial and business transactions.
21. I have made numerous attempts to contact the above defendants to rectify and resolve my concerns to no avail.
22. Plaintiff has since received notices denying credit, refinancing and opening a checking account based on information obtained in consumer reports from Experian, Trans Union, Equifax Information Services and CSC Credit Services. All of which are reporting inaccurate, fraudulent, erroneous and adverse information regarding Plaintiff's credit worthiness and banking transactions.
23. As a direct result and proximate cause of Defendant(s)' continued reporting of erroneous, inaccurate, fraudulent and adverse information to the credit reporting agencies and as a direct result and proximate cause of credit reporting agency(s) reporting erroneous, inaccurate, fraudulent and adverse information, Plaintiff has suffered and continues to suffer damages including but not limited to humiliation, embarrassment, and loss of opportunity.
24. On or about July 28, 2008, I immediately notified the Experian, Equifax Information Services, and Trans Union and ordered copies of my credit reports.
25. On or about August 8, 2009, I received copies of my credit reports which showed erroneous, inaccurate, and fraudulent data regarding my persons and financial and business transactions.

- 1 26. I have made numerous attempts to contact the above defendants to rectify and resolve my
2 concerns to no avail.
- 3 27. Plaintiff has since received notices denying credit, refinancing and opening a checking account
4 based on information obtained in consumer reports from Experian, Trans Union, Equifax
5 Information Services and CSC Credit Services. All of which are reporting inaccurate, fraudulent,
6 erroneous and adverse information regarding Plaintiff's credit worthiness and banking
7 transactions.
- 8 28. As a direct result and proximate cause of Defendant(s)' continued reporting of erroneous,
9 inaccurate, fraudulent and adverse information to the credit reporting agencies and as a direct
10 result and proximate cause of credit reporting agency(s) reporting erroneous, inaccurate,
11 fraudulent and adverse information, Plaintiff has suffered and continues to suffer damages
12 including but not limited to humiliation, embarrassment, and loss of opportunity.

13 **CAUSE OF ACTION**

- 14 29. Plaintiff repeats, alleges, asserts/reasserts and incorporates by reference the foregoing
15 paragraphs.
- 16 30. Trans Union LLC continues to add, store, maintain, and disseminate personal credit information,
17 in consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false,
18 erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such
19 information is inaccurate.
- 20 31. Trans Union LLC continues to withhold, and/or intentionally, maliciously, and negligently not
21 report positive credit information that it previously reported resulting in defamation and causing
22 financial injury.
- 23 32. Trans Union LLC willfully and negligently reinserted removed items on Plaintiff's consumer credit
24 report without notifying Plaintiff in writing within 5 business days in violation of FCRA (A)(5)(B)(ii).
- 25 33. Trans Union LLC continues to willfully, maliciously, and negligently violate FCRA 1681(e)(b), on
26 multiple occasions.
- 27 34. As a result of Trans Unions actions, Plaintiff has been damages.
- 28 35. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement
29 imposed under the FCRA with respect to any consumer is liable to that consumer in an amount
30 equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure
31 and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the
32 costs of the action together with reasonable attorney's fees.
- 33 36. Trans Union LLC failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise
34 failed to comport with FCRA 1681i.
- 35 37. Trans Union LLC; failed to adopt and follow reasonable procedures to assure maximum possible
36 accuracy of Plaintiff's consumer credit and other personal information as require by FCRA which
37 it complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk
38 factors, denial codes and other economic and predictions data evaluations.
- 39 38. As a result of Trans Union's negligent failure to comply with the FCRA, it is liable to Plaintiff in the
40 amount equal to sum of (1) actual damages sustained by Plaintiff as a result of said failure and
41 (2) the costs of this action together with reasonable attorney's fees.
- 42 39. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement
imposed under the FCRA with respect to any consumer is liable to that consumer in an amount
equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or
damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive
damages as the court may allow, and (3) in the case of any successful action to enforce any
liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.

- 1 40. Experian continues to add, store, maintain, and disseminate personal credit information, in
2 consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false,
3 erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such
4 information is inaccurate.
- 5 41. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement
6 imposed under the FCRA with respect to any consumer is liable to that consumer in an amount
7 equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure
8 and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the
9 costs of the action together with reasonable attorney's fees.
- 10 42. Experian failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to
11 comport with FCRA 1681i.
- 12 43. Experian failed to adopt and follow reasonable procedures to assure maximum possible accuracy
13 of Plaintiff's consumer credit and other personal information as require by FCRA which it
14 complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk
15 factors, denial codes and other economic and predictions data evaluations.
- 16 44. As a result of Experian's negligent failure to comply with the FCRA, it is liable to Plaintiff in the
17 amount equal to sum of (1) actual damages sustained by Plaintiff as a result of said failure and
18 (2) the costs of this action together with reasonable attorney's fees.
- 19 45. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement
20 imposed under the FCRA with respect to any consumer is liable to that consumer in an amount
21 equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or
22 damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive
23 damages as the court may allow, and (3) in the case of any successful action to enforce any
24 liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.
- 25 46. Equifax Information Services Information Services continues to add, store, maintain, and
26 disseminate personal credit information, in consumer reports it prepares and issues about Plaintiff
27 which in part is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff
28 and subscribers that such information is inaccurate.
- 29 47. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement
30 imposed under the FCRA with respect to any consumer is liable to that consumer in an amount
31 equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure
32 and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the
costs of the action together with reasonable attorney's fees.
48. Equifax Information Services failed to conduct a reasonable investigation of Plaintiff's disputes
and otherwise failed to comport with FCRA 1681i.
49. Equifax Information Services failed to adopt and follow reasonable procedures to assure
maximum possible accuracy of Plaintiff's consumer credit and other personal information as
require by FCRA which it complied, used and manipulated in order to prepare consumer credit
reports, credit scores, risk factors, denial codes and other economic and predictions data
evaluations.
50. As a result of Equifax Information Services negligent failure to comply with the FCRA, it is liable
to Plaintiff in the amount equal to sum of (1) actual damages sustained by Plaintiff as a result of
said failure and (2) the costs of this action together with reasonable attorney's fees.
51. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement
imposed under the FCRA with respect to any consumer is liable to that consumer in an amount
equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or
damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive
damages as the court may allow, and (3) in the case of any successful action to enforce any
liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.

52. Dish Network; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
53. Dish Network; willfully and negligently failed to validate Plaintiff's allege debt and continues to report to Credit Bureau in violation of FDCPA section 809(b).
54. American General; willfully and negligently "Re age" fraudulent account by updating date of last activity on Plaintiff's credit report in hopes of keeping negative information on an account longer in violation of FCRA 605(c).
55. AMERICAN GENERAL FINANCIAL willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
56. AMERICAN GENERAL FINANCIAL willfully and negligently failed to validate Plaintiff's allege debt and continues to report to Credit Bureau in violation of FDCPA section 809(b).
57. AT&T; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
58. Trophy Nissan willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and s willfully and negligently failed to validate Plaintiff's allege debt and continue to report to Credit Bureau in violation of sections 1681b (a) (3) (F).
59. Trophy Nissan; willfully and negligently failed to validate Plaintiff's allege debt and continues to report to Credit Bureau in violation of FDCPA section 809(b).
60. Internal Revenue Service; willfully and negligently failed to validate Plaintiff's allege debt and continues to report to Credit Bureau in violation of FDCPA section 809(b).
61. At & T; willfully and negligently "Re age" fraudulent accounts by updating date of last activity on Plaintiff's credit report in hopes of keeping negative information on an account longer in violation of FCRA 605(c).
62. Credit Plus; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b(a)(3) (F).
63. TW Cable willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
64. Conn Credit willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
65. CAPITAL ONE BANK willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
66. Sterling willfully and negligently failed to validate Plaintiff's allege debt and continue to report to Credit Bureau in violation of FDCPA section 809(b).
67. CAI LP; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
68. CBD; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a)(3) (F).
69. FDC; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
70. PORTFOLIO RECOVERY AFFILIATED; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
71. NOW COM; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
72. CBDELMARVA; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).

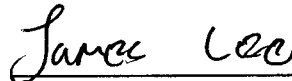
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that judgment be entered against Defendants for:

- a. Actual damages in an amount to be shown at trial;
- b. Statutory damages pursuant to FCRA 1681n;
- c. Punitive damages pursuant to FCRA 1681n;
- d. Temporary and permanent injunctive relief restraining Defendants from further reporting of inaccurate and erroneous adverse information regarding Plaintiff's consumer credit information;
- e. Costs and reasonable attorney's fees; and
- f. Such other relief as may be just and proper.

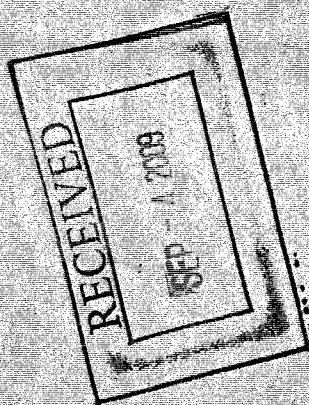
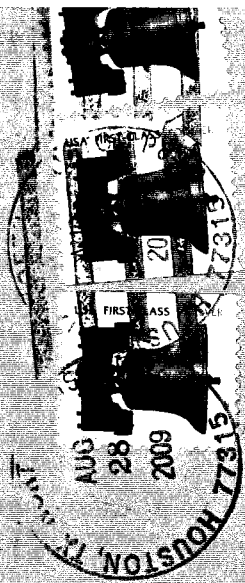
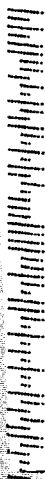


James David Lee
Pro Se

JAMES LEE

6735 MEADOWCROST

ARLINGTON, TX 76002



Handwritten signature

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS

1100 COMMERCE STREET ROOM 1452

DALLAS, TEXAS 75242

CLERKS OFFICE

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS**DEFENDANTS****3-09CV1661-K**

(b) County of Residence of First Listed Plaintiff TARRANT
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant TARRANT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

SEP - 4 2009

CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- | | | | | | |
|---|---|--------------------------------|---|--------------------------------|--------------------------------|
| Citizen of This State | PTF <input checked="" type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VIOLATION OF THE FCRA-15U.S.C. 1681 ET SEQ

Brief description of cause:

REPORTING FRAUDULENT, ADVERSE AND INACCURATE, ERRONEOUS INFORMATION ON CREDIT

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

James David Lee

DOCKET NUMBER

DATE

8/27/09

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE